

BALL JANIK LLP

A T T O R N E Y S

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WASHINGTON, D.C. 20005

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LOUIS E. GITOMER  
OF COUNSEL  
(202) 466-6532

November 12, 1999

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

RECORDATION NO. 20906-C FILED

NOV 12 '99

2-20PM

Dear Secretary Williams:

I have enclosed two originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Lease Amendment, a secondary document, dated April 30, 1999. The primary document to which this is connected is recorded under Recordation Number 20906. We request that this document be recorded under Recordation Number 20906-C.

The names and addresses of the parties to the Lease Amendment are:

Lessor:

LaSalle National Leasing Corporation  
502 Washington Avenue  
Towson, MD 21204

Lessees:

Nebraska, Kansas and Colorado Railnet, Inc.  
Camus Prairie RailNet, Inc.  
Georgia & Florida RailNet, Inc.  
Illinois RailNet, Inc.  
Mississippi & Tennessee RailNet, Inc.  
2350 Airport Freeway, Suite 230  
Bedford, TX 76022

BALL JANIK LLP

Honorable Vernon A. Williams  
November 12, 1999  
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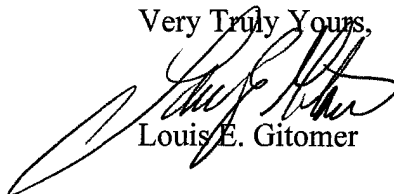
A description of the equipment covered by the Lease Amendment consists of two GP-7 locomotives numbered NKCR 3 and 4; two GP-10 locomotives numbered NKCR 1 and 2; one GP-30 locomotive numbered NKCR 23; one GP-30M locomotive numbered NKCR 5; and one GP-35 locomotive numbered NKCR 15.

A fee of \$26.00 is enclosed. Please return one original to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the document to appear in the index follows: a Lease Amendment between LaSalle National Leasing Corporation, 502 Washington Avenue, Towson, MD 21204, and Nebraska, Kansas and Colorado Railnet, Inc., Camus Prairie RailNet, Inc., Georgia & Florida RailNet, Inc., Illinois RailNet, Inc., and Mississippi & Tennessee RailNet, Inc., 2350 Airport Freeway, Suite 230, Bedford, TX 76022, covering two GP-7 locomotives numbered NKCR 3 and 4; two GP-10 locomotives numbered NKCR 1 and 2; one GP-30 locomotive numbered NKCR 23; one GP-30M locomotive numbered NKCR 5; and one GP-35 locomotive numbered NKCR 15.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", is written over the typed name.

Louis E. Gitomer

Enclosures

LaSalle National Leasing Corporation

**LASALLE BANKS**

RECORDATION NO. 20906-C FILED

April 30, 1999

NOV 12 '99

2-20PM

Camas Prairie RailNet, Inc.  
Georgia & Florida RailNet, Inc.  
Illinois RailNet, Inc.  
Mississippi & Tennessee RailNet, Inc.  
Nebraska, Kansas & Colorado RailNet, Inc.  
2350 Airport Freeway  
Bedford, Texas 76022

Re: Equipment Lease Agreement  
dated as of September 30, 1997

Gentlemen:

This will confirm the collateral understanding which has been reached between us with respect to the above-referenced Equipment Lease Agreement (the "Lease") between LaSalle National Leasing Corporation, as lessor, and Nebraska, Kansas & Colorado RailNet, Inc., as lessee. Capitalized terms used herein without definition shall have the meaning given them in the Lease.

In consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Lease is hereby amended by the addition of a new Section 18(1) to provide as follows:

In order to induce Lessor to agree to amend Section 4, Section 10(b), Section 10(c), Section 15(a)(7) and Section 17(a) of the Lease, and as consideration for each such amendment, Camas Prairie RailNet, Inc., Georgia & Florida RailNet, Inc., Illinois RailNet, Inc.,

Camas Prairie RailNet, Inc.  
Georgia & Florida RailNet, Inc.  
Illinois RailNet, Inc.  
Mississippi & Tennessee RailNet, Inc.  
Nebraska, Kansas & Colorado RailNet, Inc.  
April 30, 1999  
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Mississippi & Tennessee RailNet, Inc. and Nebraska, Kansas & Colorado RailNet, Inc. have agreed to execute and deliver Rider No. 10 as attached hereto, and each of the foregoing parties hereby acknowledges and agrees that the execution and delivery of Rider No. 10 shall be a condition precedent to the agreement of Lessor to amend the Lease as provided in this Section 18(1).

2. Rider No. 10 attached hereto is incorporated in the Lease as fully as if originally attached thereto.

3. The Lease is hereby amended by the deletion of clause (a)(1) of Section 4 and the substitution of the following therefor:

within one hundred twenty (120) days after the end of each fiscal year of North American RailNet, Inc. (the "Parent"), a balance sheet of the Parent as at the end of such year, and the related statement of income and statement of cash flows of the Parent for such fiscal year, prepared in accordance with GAAP, all in reasonable detail and certified by independent certified public accountants of recognized standing selected by the Parent, and consolidating schedules of each subsidiary of the Parent, prepared in accordance with GAAP.

4. The Lease is hereby amended by the deletion of Section 10(b).

5. Section 10(c) of the Lease is hereby amended by the deletion of the words "or the Collateral" and "and the Collateral".

6. The Lease is hereby amended by the deletion of Section 15(a)(7) and by the substitution of the following therefor:

Lessee shall be in default under any (i) loan, lease,

Camas Prairie RailNet, Inc.  
Georgia & Florida RailNet, Inc.  
Illinois RailNet, Inc.  
Mississippi & Tennessee RailNet, Inc.  
Nebraska, Kansas & Colorado RailNet, Inc.  
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guaranty, installment sale or other financing agreement or contract of which Lessor or any of its affiliates is a party or beneficiary, or (ii) material obligation for borrowed money, for the deferred purchase price of property or any payment under any lease agreement, and the applicable grace period with respect thereto shall have expired;

7. The second sentence of Section 17(a) of the Lease is hereby amended by the addition of the following after the words "Notwithstanding the foregoing,":

the Equipment described in any Equipment Schedule may be used, subject to the terms and provisions of the Lease, by any party who is a Lessee under the Lease, and

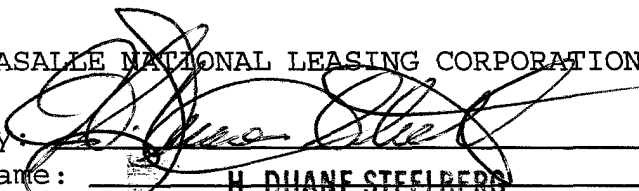
8. Except as expressly set forth herein and by that certain letter agreement dated October 19, 1998, between Lessor and Nebraska, Kansas & Colorado RailNet, Inc., the terms and provisions of the Lease have not been amended or modified, and such terms and provisions are in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Camas Prairie RailNet, Inc.  
Georgia & Florida RailNet, Inc.  
Illinois RailNet, Inc.  
Mississippi & Tennessee RailNet, Inc.  
Nebraska, Kansas & Colorado RailNet, Inc.  
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If the foregoing accurately set forth our understanding with respect to the subject matter hereof, please sign and return the enclosed copy of this letter, and it will constitute an amendment of the Lease pursuant to Section 18(a) thereof.

LASALLE NATIONAL LEASING CORPORATION

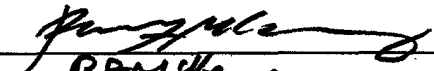
By:   
Name: H. DUANE STEELBERG  
Title: SENIOR VICE PRESIDENT

AGREED:

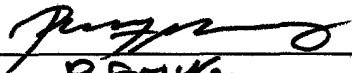
CAMAS PRAIRIE RAILNET, INC.

By:   
Name: R. M. Kenney  
Title: CEO

GEORGIA & FLORIDA RAILNET, INC.

By:   
Name: R. M. Kenney  
Title: CEO


ILLINOIS RAILNET, INC.

By:   
Name: R. M. Kenney


Camas Prairie RailNet, Inc.  
Georgia & Florida RailNet, Inc.  
Illinois RailNet, Inc.  
Mississippi & Tennessee RailNet, Inc.  
Nebraska, Kansas & Colorado RailNet, Inc.  
April 30, 1999  
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Title: CEO

MISSISSIPPI & TENNESSEE RAILNET, INC.

By:   
Name: R F McKenney  
Title: CEO

NEBRASKA, KANSAS & COLORADO RAILNET, INC.

By:   
Name: R F McKenney  
Title: CEO

# LASALLE NATIONAL LEASING CORPORATION

## RIDER NO. 10

To and part of Equipment Lease Agreement dated as of the 30th day of September, 1997 (the "Lease") between LASALLE NATIONAL LEASING CORPORATION, its successors and assigns ("Lessor"), and NEBRASKA, KANSAS & COLORADO RAILNET, INC., its successors and permitted assigns ("Lessee").

**JOINT AND SEVERAL OBLIGATIONS.** Each reference to the term "Lessee" in the Lease, in any Equipment Schedule that incorporates the Lease, in any Rider to and part of the Lease and in any other document or instrument executed and delivered in connection with the Lease shall be deemed to refer to and to include each of Camas Prairie RailNet, Inc., Georgia & Florida RailNet, Inc., Illinois RailNet, Inc., Mississippi & Tennessee RailNet, Inc. and Nebraska, Kansas & Colorado RailNet, Inc. The obligations of each of the foregoing as Lessee are joint and several. Each representation and warranty made by Lessee shall be deemed to have been made by each such party; each covenant and undertaking on the part of Lessee shall be deemed individually applicable with respect to each such party; and each event constituting a Default under this Lease shall be determined with respect to each such party. A separate action or actions may be brought and prosecuted against any such party whether an action is brought against any other party or whether any other party is joined in any such action or actions. Each such party waives any right to require Lessor to: (a) proceed against any other party; (b) proceed against or exhaust any security held from any other party; or (c) pursue any other remedy in Lessor's power whatsoever. Notices hereunder required to be provided to Lessee shall be effective if provided to any such party. Any consent on the part of Lessee hereunder shall be effective when provided by any such party and Lessor shall be entitled to rely upon any notice or consent given by any such party as being notice or consent given by Lessee hereunder.

In the event any obligation of Lessee under this Lease is deemed to be an agreement by any individual Lessee to answer for the debt or default of another individual Lessee (including each other) or as a hypothecation of property as security therefor, each Lessee represents and warrants that: (x) no representation has been made to it as to the creditworthiness of any other obligor, and (y) it has established adequate means of obtaining from each other obligor on a continuing basis, financial or other information pertaining to each other obligor's financial condition. Each Lessee expressly waives diligence, demand, presentment, protest and notice of every kind and nature whatsoever, consents to the taking by Lessor of any additional security for the obligations secured hereby, or the alteration or release in any manner of any security now or hereafter held in connection with any obligations now or hereafter secured by this Lease, and consents that Lessor and any obligor may deal with each other in connection with said obligations or otherwise, or alter any contracts now or hereafter existing between them, in any manner whatsoever, including, without limitation, the renewal, extension, acceleration, changes in time for payment, and increases or decreases in any rent, rate of interest or other amounts owing, all without in any way altering the liability of each Lessee, or affecting any security for such obligations. Should any default be made in the payment of any such obligations or in the terms or conditions of any security held, Lessor is hereby expressly given the right, at its option, to proceed in the enforcement of this Lease independently of any other remedy or security it may at any time hold in connection with such obligations secured and it shall not be necessary for Lessor to proceed upon or against and/or exhaust any other security or remedy before proceeding to enforce its rights against any Lessee. Each Lessee further waives any right of subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect of sums paid to Lessor by any Lessee.

LESSOR:

LASALLE NATIONAL LEASING CORPORATION

By: 

Name: H. BUANE STEELBERG  
Title: SENIOR VICE PRESIDENT

LESSEE:

CAMAS PRAIRIE RAILNET, INC.

By: 

Name: R. F. MCKENNEY  
Title: CEO


GEORGIA & FLORIDA RAILNET, INC.

By: 

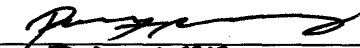
Name: R. F. MCKENNEY  
Title: CEO



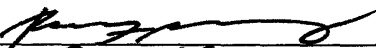
ILLINOIS RAILNET, INC.

By:   
Name: R.F. McKenney  
Title: CEO

MISSISSIPPI & TENNESSEE RAILNET, INC.

By:   
Name: R.F. McKenney  
Title: CEO

NEBRASKA, KANSAS & COLORADO RAILNET, INC.

By:   
Name: R.F. McKenney  
Title: CEO

STATE OF MARYLAND )

)

) ss.

COUNTY OF Baltimore )

On this 30<sup>th</sup> day of June, 1999 before me appeared H. Duane Steelberg, the person who signed this instrument, who acknowledged that he is the Senior Vice President of LASALLE NATIONAL LEASING CORPORATION and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.

[Seal]

REGINA M. MCMANUS  
NOTARY PUBLIC  
BALTIMORE COUNTY

Regina M McManus  
Notary Public

My commission expires:

October 29, 2000

STATE OF TEXAS )

) ss.

COUNTY OF TARRANT )

On this 30<sup>th</sup> day of April, 1999 before me appeared Robert F. McKenney, the person who signed this instrument, who acknowledged that he is the Chairman and Chief Executive Officer of CAMAS PRAIRIE RAILNET, INC., GEORGIA & FLORIDA RAILNET, INC., ILLINOIS RAILNET, INC., MISSISSIPPI & TENNESSEE RAILNET, INC. AND NEBRASKA, KANSAS & COLORADO RAILNET, INC. and that, being duly authorized, he signed such instrument as a free act on behalf of said corporation.

[Seal]

Susan A. Muntz  
Notary Public

My commission expires:

12/27, 2000

